

## GENERAL CONTRACTUAL TERMS AND CONDITIONS OF INGSTEEL, spol. s r.o.

### /Applicable to Purchase contracts/

These General Contractual Terms and Conditions were adopted by INGSTEEL, spol. s r.o. to maintain a uniform procedure when entering into contractual relationships with its business partners. These General Contractual Terms and Conditions shall apply to all contractual relations in which INGSTEEL, spol. s r.o. acts a purchaser whose subject matter is the supply of goods to INGSTEEL, spol. s r.o.

#### 1. Definitions of Key Terms

- (1) **Seller** /also as the Supplier herein or in the Contract/ means for the purposes of the General Contractual Terms and Conditions a natural or legal person which undertakes to supply, or which supplies, goods to INGSTEEL, spol. s r. o. based on a order by INGSTEEL, spol. s r.o., price offer or separately-concluded contract.
- (2) **Purchaser** /also as the Customer herein or in the Contract / means for the purposes of the General Contractual Terms and Conditions INGSTEEL, spol. s r. o., with its seat at Tomášikova 17, 820 09 Bratislava, Company ID: 17 320 429, recorded in the Commercial Register maintained by the District Court Bratislava I, Section :Sro, File No.:1220/B.
- (3) **Goods** means any products provided by the Seller to the Purchaser according to the Purchaser's requirements.
- (4) **Order** means for the purposes of the General Contractual Terms and Conditions a binding written declaration of the Purchaser (mail, email, fax) or a verbal request of the Purchaser (in person, phone) specifying the type, quantity, workmanship, date od the supply and price of the Goods required by the Purchaser from the Seller. A verbal Order must be confirmed in writing within 3 days.
- (5) **Price offer** means for the purposes of the General Contractual Terms and Conditions a binding written declaration of the Seller (mail, email, fax) specifying the price of the Goods and terms of its supply in line with the Purchaser's specifications and requirements.
- (6) **Purchase price** means a price for the Goods stated in ste Seller's price list of Price Offer, or in concluded contract.

#### 2. Ordering of the Goods and Conclusion od Contract

- (1) The Purchaser will buy the Goods from the Seller on the basis of:
  - The Offer, or
  - A mutual written declaration of the parties marked as a purchase contract (or a legal act marked otherwise, the object of which is the Seller's obligation to supply certain goods to the Purchaser, for which the Purchaser undertakes to pay a purchase price to Seller) for a separate or recurring supply of the Goods (framework purchase contract)
- (2) A Contract between the Seller and the Purchaser is made:
  - In the case of absence of the Seller's Price Offer, as of the moment of the Seller's written confirmation of accepting the terms of the Purchaser's Order- The Purchaser shall bound by its order for 3 days of its preparation- If the Seller confirms the Purchaser's Order after its binding period has elapsed, a contract will only be made if the Purchaser informs the Seller in the Seller in this respect without undue delay. A confirmation of the Order that comprises objections or other changes is a rejection of the Order and is considered the Seller's Price Offer to which the terms for execution of a contract outlined in paragraph 2 shall apply.
  - In the case the Seller's Price Offer exist, as of the moment of the Purchaser's written confirmation of accepting the terms of the Seller's Price Offer within the timeframe as determined by the Seller. The relevant provisions of the Civil Code on a proposal to conclude a contract and the terms not regulated herein.
  - In the case of a mutual written declaration of the parties, a contract is deemed concluded as of the moment when the last of the authorized representatives of the parties attaches hid signature to the contract.

#### 3. Supply of the Goods and Deadlines

- (1) The Seller is obliged to deliver the Goods to the Purchaser to a location specified in the Order and/or a contract. The supply shall comprise the loading, transport and unloading of the Goods at the place of destination.
- (2) The Seller is obliged to supply the Goods within the agreed timeframe, unless the Order and/or the contract comprise a specific date of supply of the Goods.

- (3) Parties may also agree on individual dates of partial supplies of the Goods (interim deadlines). In such a case the Seller is obliged to supply the Goods in a quantity, by date and at a location determined as a place of meeting an interim deadline.
- (4) If no item deadline is agreed for partial supplies of the Goods, the Seller is not authorized to supply the Goods only partially. A partial supply is deemed a gross breach of the contracting terms and conditions and the Purchaser will be entitled to refuse to accept the Goods.
- (5) The Seller shall hand over the Purchaser, together with the Goods, any and all certificates, attestations, confirmed warranty certifications, technical and handling instructions, technical certificates and other documents that are required for the acceptance and use of the Goods. If partial supplies by interim deadlines are agreed, the Purchaser is obliged to hand over the required documents with each individual partial supply.
- (6) The Seller shall supply the Goods in quantity, quality and workmanship as per the Purchaser's requirements, secured against its damage or destruction. The Seller shall only supply the Goods which mean all attestations, Slovak technical standards, European Standards and certificates required for the usual use of the supplied Goods. The Seller is obliged to supply the Goods and mechanical safety parameters of which will be maintained throughout the entire life of the structure for which the Goods are used.
- (7) If the quantity of the Goods required by the Purchaser is determined only roughly, the Purchaser is entitled to determine the exact quantity of the Goods at least 48 hours before the supply thereof. Otherwise, the deviation between the agreed quantity of the Goods and supplied quantity of the Goods must not exceed 5 % without the Purchaser's prior consent.
- (8) The Goods are deemed delivered as at the moment on which a written Goods acceptance confirmation is signed by the Purchaser. Unloading of the duly-supplied Goods at the place of destination will precede the written confirmation. The Goods are deemed duly delivered if delivered within the agreed timeframe or deadline, in the specified quantity, quality, workmanship and if free of any legal or factual defects.
- (9) A Goods acceptance confirmation shall comprise, in particular, the specification of the quantity, quality, standard and defects, if any, of the Goods. Only the person stated in the contract or in the Order as a person authorized to take over the Goods is authorized to sign an acceptance confirmation for the Goods. Otherwise, the Goods will be deemed unaccepted.
- (10) If no delivery date is agreed for the Goods beforehand, the Seller shall inform the Purchaser of the supply of the Goods at least 48 hours in advance. The time limit for the Purchaser to accept the Goods will be extended by the number of days during which the Seller is in default with communicating the delivery date of the Goods. If the Seller requires that the Purchaser provides assistance beyond the extent of accepting the Goods to supply the Goods, the Seller is obliged to inform the Purchaser in this respect in writing within the time limit as per the first sentence of this paragraph. The Seller is obliged to provide such assistance only if it confirmed the provision thereof in writing.
- (11) The Purchaser will accept the duly-supplied Goods.
- (12) The Purchaser is entitled to refuse to accept the supply of the Goods or a part thereof if the Goods:
  - Fail to meet the required quantity, quality, workmanship, even if such defects do not prevent the use of the Goods,
  - The Seller is in default with its supply more than 14 days,
  - All the Goods are or a part thereof is damaged,
  - Fail to comprise the required documents,

#### **4. Purchase Price and Payment Terms and Conditions**

- (1) The Purchase Price is agreed between the Seller and the Purchaser on the basis of the Price Offer, Order or contract.
- (2) If there is a change in the quantity of the supplied Goods, the price will be determined as a multiple of the agreed unit price and the actually supplied Goods.
- (3) The agreed Purchase Price and/or unit prices of the Seller for the supplied Goods include all costs of the Seller associated with the supply of the Goods, including its packaging, loading, transport, unloading, insurance, customs duties and local taxes. The development of economy has no impact on the agreed Purchase Price or unit price. If input costs change, the agreed price or unit price remains unchanged at the time of confirming the Order or Price Offer or concluding a contract.
- (4) Unless specified otherwise, prices include value added tax. Value tax (VAT) applicable on the delivery date of the Goods will be added to the Purchase Price. The Seller is liable for the correct computation of the VAT.
- (5) Unless agreed otherwise, no advance payment will be provided for the supply of the Goods.
- (6) An invoice issued by the Seller forms the basis for the payment of the Purchase Price. The Seller is entitled to issue an invoice no sooner than the first business day following the receipt of the Goods by the Purchaser.
- (7) If Interim deadlines are set for the supplies, the Seller is entitled to issue partial invoices within the timeframe as per paragraph (6) after a partial supply is delivered. After the Goods are supplied in the total agreed scope, the Seller will issue invoice within the timeframe as per paragraph (6). The final invoice will include reconciliation of all partial invoices

of the entire scope of the supply-

- (8) Each invoice must include the Goods acceptance confirmation under next article hereof.
- (9) An invoice shall comprise data broken down as follows:
  - Title: invoice – tax document and its number,
  - Identification data of the Purchaser and the Seller (business name, seat, mailing address, Company ID, Tax ID, VAT ID),
  - Contract/Order number and specification of the part of the supply,
  - Bank name and account numbers of the Seller,
  - Invoice issue and sending dates and maturity,
  - Billed amount,
  - The Goods acceptance information confirmed by a person under Article 3 (9) hereof,
  - VAT requisites, seal and signature of the issuer.
- (10) If an invoice fails to comprise data pursuant to paragraph (9) and/or is found to be issued for an incorrect amount and/or incorrect for other reason, the Purchaser is entitled to return the invoice to the Seller for correction and a new maturity period will start upon its repeated due delivery to the Purchaser. Failure to return an incorrect invoice to the Seller by the Purchaser does not mean that it has been accepted by the Purchaser, or that the Goods were delivered in a due and timely manner.
- (11) Invoice maturity period is 60 days, unless agreed otherwise. Delay with the payment of the due Purchase Price or a part thereof is not deemed a gross breach of the contractual terms and conditions, and the Seller is not authorized to suspend the supplies of the Goods or withdraw from the contract on these grounds. The right to suspend the supply of the Goods will only arise to the Seller upon a lapse of an additional period of at least 30 days granted by the Seller in writing to meet the liabilities of the Purchaser.
- (12) The Purchaser is not in default with the payment of the Purchase Price if the Seller is in delay with the supply of the Goods.
- (13) The Purchaser is not in default with the payment of the Goods are repaired, provided that the Purchaser took over such supply or a defect of the Goods occurred (become obvious) after the take-over of the Goods.
- (14) If a claim for a discount on the Purchase Price or a part thereof is made, the Purchaser is entitled to set off its claim against the claim for the payment of the Purchase Price or a part thereof.
- (15) If the Purchaser is in default with the payment of the Purchase Price or a part thereof, the Purchaser undertakes to pay default interest of 0.02% of the outstanding Purchase Price or a part thereof for each day of default.
- (16) By entering into the contractual relationship. The Seller confirms that at the date of origin thereof there are no grounds on which the Purchaser should become a guarantor for tax pursuant to Section 69(14) in conjunction with Section 69b of Act No. 222/2004 Coll. On VAT.
- (17) The Purchaser is entitled to retain from the billed price of the Goods excluding VAT an amount corresponding to the VAT amount stated on each invoice issued by the Seller to the Purchaser if there are grounds on the Seller's part for deregistration pursuant to Section 81 (4) (2) second paragraph of Act No. 222/2004 Coll. On VAT, as amended, or if the Seller is published in the relevant list of persons for deregistration according to Section 81 (4) (2) maintained by the Financial Directorate of the Slovak Republic, or if there is a reasonable concern that the Seller will not pay the applicable value added tax or a portion thereof in conflict with Act. No. 222/2004 Coll. on VAT, as amended. The Purchaser is entitled to use such retained amount to pay the outstanding VAT on invoices issued by the Seller to the Purchaser that the Purchaser is obliged to pay as a guarantor pursuant to Section 69 (14) of Act No. 222/2004 Coll. The unused portion of the retained amount will be refunded by the Purchaser to the Seller after a certificate issued by the competent tax administrator is submitted stating that the grounds on which the Purchaser become the guarantor for value added tax have ceased to exist.

## **5. Liability for Defects and Warranty**

- (1) If the Goods do not meet required quality, quantity or workmanship, the Goods are deemed defective. Defects on, or a failure to deliver, documents that the Seller is obliged to hand over to the Purchaser together with the Goods will also be considered as defects of the Goods. A supply of defective Goods or a breach of terms of the Order, Price Offer, contract or these General Contractual Terms and Conditions will be considered gross breach of the contract.
- (2) The general warranty period for defects of the Goods is 60 months and will start on the date on which the Purchaser takes over the Goods.
- (3) The Purchasers will communicate defects of the Goods in writing without undue delay after their detection by the end of the warranty period at the latest. Defects of the Goods obvious upon receipt thereof will be communicated by the Purchaser in writing within 14 days of the receipt of such Goods. It shall be without prejudice to the right to make claims with respect

to defects of the Goods that existed at the time of the transfer of risk to the Purchaser.

- (4) In its notice of defects of the Goods the Purchaser will specify the defects, how they are manifested, and the claim made with respect to such defects under Sections 436 and 437 of the Commercial Code.
- (5) If the Purchaser requires the repair of defects of the Goods, the Seller is obliged to repair such defects of the Goods free of charge within the timeframe requested by the Purchaser.
- (6) The use of the defective Goods will have no impact on the right to make claims with respect to defects of the Goods that occurred or were detected only after the use thereof.
- (7) The warranty period excludes the time between making a claim with respect to the defective Goods and their repair. When a defect is repaired, a new warranty period will start for the part of the Goods affected by such defect.
- (8) If the Seller fails to repair defects of the Goods within the time frame requested by the Purchaser, in addition to its entitlement to a contractual penalty the Purchaser will be authorized to eliminate the defects of the Goods at the Seller's expense. In addition, the Employer shall be entitled to a coordination surcharge of 10 % of such incurred costs, including VAT.
- (9) The Purchaser will not lose the rights from the supply of the defective Goods, even if the Purchaser could have detected the defect while exerting standard care when taking over the Goods.

#### **6. Contractual Penalties**

- (1) If the Seller is in default with the due supply of the Goods, the Purchaser is entitled to claim a contractual penalty of 0.5% for each day of default of the total Purchase Price or the price of a partial supply if interim deadlines are agreed, for each started day of default.
- (2) If the Seller is in default with the repair of defects of the Goods, the Purchaser is entitled to claim from the Seller a contractual penalty of 0.3% of the total Purchase Price for each stated day of default until such defects are fully eliminated.
- (3) The payment of the contractual penalty by the Seller shall be without prejudice to the Purchaser's entitlement to seek damages, including in excess of the agreed amount of such contractual penalty.
- (4) The contractual penalty is payable within 7 days from its charging to the other party.
- (5) The Seller declares that the contractual penalty amount is in accordance with usual business practice and is adequate to the significance of the secured obligation.
- (6) For breach of the confidentiality obligation, the Seller undertakes to pay the Purchaser a contractual penalty of 5.000 EUR for each individual breach.
- (7) If the Purchaser is entitled to charge the Seller a contractual penalty for breach of a specific obligation under several provisions of the contract for work and/or order and/or General Terms and Conditions, the penalty most favourable for the Purchaser shall apply.

#### **7. Term**

- (1) The Purchaser is authorized to withdraw from the contract in the case of/if:
  - A default with the supply of the Goods or a part thereof (interim deadline) of more than 14 days,
  - A gross breach of the contract,
  - The Goods fail to meet the required quality and the Seller fails to rectify the situation despite a written request to do so,
  - Situations regulated by the Commercial Code arise
- (2) The Seller is entitled to withdraw from the contract if the Purchaser is in default with the settlement of a due liability due to the Purchaser's fault by more than 60 days after the due date.
- (3) Withdrawal from the contract is to be made in writing and takes effect upon its delivery to the other party.
- (4) Withdrawal shall not have retroactive effects.
- (5) In the case of withdrawal from the contract by the Purchaser, the Seller is obliged to refund to the Purchaser an overpayment, if any, on the purchase price for the unsupplied Goods and to indemnify the Purchaser for damage and costs that the Purchaser will incur due to the extension of the term of performance to which the supply of the Goods applies.

#### **8. Separate Arrangements**

- (1) The Seller undertakes to keep confidential the trade secret and information which the Seller has learned in connection with its contractual relationship with the Purchaser. The Seller is not authorized to use the trade secret and information received from the Purchaser during the performance of the contractual relationship for its benefit or the benefit of others.
- (2) Copyright to the underlying documentation handed over to the Seller for the purposes of supplying the Goods shall remain

unaffected. After the supply of the Goods, the Seller is obliged to hand over to the Purchaser complete documentation that the Seller has received from the Purchaser for the purposes of supplying the Goods.

- (3) These General Contractual Terms and Conditions and the legal relations established between the Purchaser and the Seller shall be governed by Slovak law, in particular the Commercial Code. This represents the choice of law of the parties.
- (4) The Slovak language shall be decisive, even if disputes with a foreign element are being resolved.
- (5) Any changes to the terms and conditions shall be binding on the parties only if such changes are confirmed in writing by the representatives of both parties.
- (6) The parties undertake to inform each other about any change which may affect the due performance of the rights and obligations under the Order, Price Offer a separately concluded contract or these General Contractual Terms and Conditions.
- (7) The Seller's technical, distribution or manufacturing capacities shall not be considered a force majeure event.
- (8) The Seller is not authorized to assign a receivable owed by the Purchaser to third parties without the Purchaser's prior written consent.
- (9) The Seller is not authorized to offset disputable receivables arising under this contract or other legal title without the Purchaser's prior written consent.
- (10) At the Purchaser's request, the Seller undertakes to allow inspection of the Seller's place of business or seat, or in another place where the Seller undertakes activities related hereto.
- (11) The Seller represents that in relation to the purchase contract:
  - The Seller has entered into no cartel or similar agreement;
  - The Seller has read the Purchaser's Code of Ethics posted on the Purchaser's website and the Seller, including its employees and sub-contractors, undertakes to comply therewith;
  - The Seller shall duly perform its obligations concerning anti-corruption conduct in accordance with generally binding legal regulations;
  - The Seller has granted the Purchaser or its employees or sub-contractors no bonus, benefit or similar settlement as a form of consideration to have the opportunity to enter into purchase contract.

Should any of above representations made by the Seller prove to be false and/or incomplete, the Purchaser shall be entitled to withdraw from the contract and will be entitled to a contractual penalty of 10 % of the price for the Goods, including VAT.

- (12) The Seller acknowledges that the Purchaser is fully entitled to transfer any and all its rights and/or obligation arising under the purchase contract made with the Seller to third parties and for this purpose grants the Purchaser its consent thereto.
- (13) The parties agree that no general contractual terms and conditions of the Seller or similar documents apply to the contractual relationship between the Purchaser and the Seller.
- (14) The parties agree that if the Seller is a foreign party the general court of the Purchaser under the applicable Slovak legal regulations will be the court competent to resolve any disputes.
- (15) If the Seller is obliged to be registered in the Register of Public Sector Partners pursuant to Act. No. 315/2016 Coll. on the Register of Public Sector Partners and on Amendment to Certain Laws (hereinafter referred to as the „Act on RoPSP“), the Seller declares that prior to the conclusion of the contract in one of the methods listed in Article 2 of these General Contractual Terms and Conditions it has met its obligation of registration in the Register of Public Sector Partners, and evidenced by an extract from such register in a separate annex to the contract. If the declaration proves to be untrue or becomes untrue during the term of the contractual relationship with the Purchaser, the Purchaser is entitled to the payment of a contractual penalty of 10 % of the Purchase price- The Purchaser is also entitled to withdraw from the contract, or the Purchaser is not in default with the provision of a supply under the contract in the cases when an investor is authorized to do so under the Act on RoPSP.

If the obligation of registration in the Register of Public Sector Partners pursuant to the Act on RoPSP also applies to the Seller's subcontractors, the Seller is obliged to ensure that such entities are registered with the said register before a contractual relationship is made with the Purchaser and such registration is maintained at least over the term of their contractual relationship with the Purchaser, otherwise the Purchaser is entitled to the payment of a contractual penalty of 10% of the Purchase Price. The Purchaser is also entitled to withdraw from the contract, or the Purchaser is not in default with the provision of a supply under the contract in the case when an investor is authorized to do so under the Act on RoPSP.

- (16) If the Seller is obliged to demonstrate that the personal status conditions pursuant to Act No. 343/2015 Coll. on Public Procurement and on Amendment to Certain Laws (hereinafter referred to as the „PPA“) have been met, in view of the fact that the purchase of the Goods is carried out via the public procurement process, the Seller declares that he meets the personal status conditions as at the execution date of the purchase contract and undertakes to maintain compliance with the conditions

over the term of its contractual relationship with the Purchaser. The Seller shall demonstrate its compliance with the personal status conditions pursuant to the PPA by an extract from the register of economic operators kept by the Public Procurement Office in a separate annex to the purchase contract. The Seller undertakes to maintain its registration in the list of economic operators kept by the Public Procurement Office valid over the duration of its liabilities under the purchase contract. If the declaration under this paragraph proves to be untrue or becomes untrue during the term of the Seller's contractual relationship with the Purchaser, the Purchaser is entitled to the payment of a contractual penalty of 10 % of the Purchase Price, the Purchaser is also entitled to withdraw from the purchase contract.


In the obligation to demonstrate that the personal status conditions pursuant to the PPA have been met also applies to the Seller's subcontractors, the Seller is obliged to ensure that such entities are registered with the said registered before they enter into a contractual relationship with the Purchaser and such registration is maintained at least over the term of their contractual penalty of 10 % of the Purchase Price, the Purchaser is also entitled to withdraw from the purchase contract.

- (17) The Seller undertakes to proceed in accordance with the regulations for the protection of the environment when manufacture the Goods and delivery of Goods, in particular, but not exclusively, with Act No. 17/1992 Coll. on the environment, as amended, as well as other laws and generally binding legal regulations in the field of environmental protection. The Seller undertakes, inter alia, to proceed in the manufacture of Goods and delivery in accordance with Act No. 79/2015 Coll. on waste; this obligation includes waste management, recovery, sorting and disposal of waste in accordance with applicable legislation. The Purchaser is entitled to control the observance of legal regulations concerning the environment by the Seller during the entire contractual relationship. The Seller undertakes to provide the Purchaser and the external certification authority with all necessary cooperation in connection with requirements of Commission Regulation (EU) 2017/1505 of 28 August 2017 amending Annexes I, II. and III to Regulation No. 882/2004 of the European Parliament and of the Council No. 1221/2009 on the voluntary participation by organizations in a Community eco-management and audit scheme (EMAS).

## 9. Final Provisions

- (1) The Purchaser is authorized to unilaterally modify these Contractual Terms and Conditions at any time. The Purchaser shall communicate such modification of the Terms and Conditions to the Seller, who will be bound by such change, unless the Seller states that it does not agree with such change within 3 days of receipt of a notice of the change. In such case, the unmodified provisions of the Terms and Conditions will apply.
- (2) If any provisions of these Terms and Conditions are or become at a later date invalid and/or ineffective, as a whole or in part, it shall be without prejudice to the validity and/or effectiveness of the remaining provisions of the General Contractual Terms and Conditions. Modified provisions which, if legally possible, best approximate the meaning and purpose of the General Terms and Conditions shall be used instead of the invalid and/or ineffective provisions and to fill in the gaps.
- (3) The General Terms and Conditions shall also be binding on the Seller in the case of any subsequent supplies of the Goods to the Purchaser, even if not expressly confirmed by the Seller in the future. In such case, any modification will only apply to the Seller if the Seller expressed its consent therewith. These General Terms and Conditions are also binding in the event of an early termination of the purchase contract or if this contract is held to be null and void.
- (4) Any and all previous agreements between the parties shall become null and void as of the moment of signing the contract and only the agreement and terms as per the concluded contract shall apply. Similarly, no business or delivery terms of the Seller or claims that are not covered by the concluded contract shall apply. Even if such business and delivery terms or claims were part of the Seller's offer or if the Seller referred to them and the Purchaser raised no comments or objections against them.
- (5) These General Contractual Terms and Conditions shall be valid and effective from 01 February 2021.

In Bratislava, on 01 February 2021



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INGSTEEL, spol. s r.o.  
Ing. Ivan Bezák, PhD., Executive